Doc#: 1505049114 Fee: \$94.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/19/2015 03:50 PM Pg: 1 of 29

AMENDMENT TO THE **DECLARATION OF** CONDOMINIUM **OWNERSHIP** FOR THE SAN TROPAI CONDOMINIUM **BUILDING TWO**

For Use by the Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership for the San Tropai Condominium Building 2 ("Declaration"), which Declaration was recorded on April 12, 1979 as Document Number 24917327 in the Cook County Office of the Recorder of Deeds, Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Managers ("Board") and the Unit Owners ("Owners") of the Association desire to restrict the leasing of units at the San Tropai Condominium Building 2 Association ("Association"); and

WHEREAS, pursuant to Article XVI, Paragraph 29 of the Declaration, the Declaration may be amended by an instrument in writing setting forth such amendment, that is certified by the Board Secretary, that is signed by the voting members having at least three-fourths (3/4) of the total votes of the members, and has been sent to all lien holders of record via certified mail; and

WHEREAS, pursuant to Article XVI, Paragraph 29 of the Declaration any amendment must contain the affidavit of the Board Secretary certifying that the amendment was sent via certified mail to all lien holders of record; and

WHEREAS, an affidavit signed by the Board Secretary of the Association is attached

This document prepared by and after recording to be returned to:

Theodore M. Gross Bruning & Associates, P.C. 1834 Walden Office Square, Suite 500 Schaumburg, IL 60173

hereto as Exhibit "B" certifying the Amendment, certifying that said instrument has been approved by the Owners having, in the aggregate, at least three-fourths (3/4) of the total vote, and certifying that notice of the Amendment has been sent via certified mail to all lien holders of record; and

NOW, THEREFORE, the Association hereby amends Article IX, Paragraph 19 of the Declaration as follows (additions in text are indicated by **bold and underline** and deletions in text are indicated by strike out and highlight):

ARTICLE IX

SALE, LEASING OR OTHER ALIENATION

Any Unit Owner other than the Developer or the Trustee who desires to sell or lease his Unit (or any lessee of any Unit wishing to assign his lease or sublease such Unit) or any interest therein to any person shall first obtain from the proposed purchaser, lessee or assignee a bona fide offer in writing, setting forth all the terms and conditions of said proposed transaction. If any Unit Owner other than the Developer or the Trustee receives such an offer which he intends to accept, he shall give written notice to the Board of such offer and such intention, stating the name and address of such proposed purchaser, lessee, assignee or sublessee, the terms of the proposed transaction, and such other information as the Board may reasonably require. Said notice shall contain an executed copy of such offer. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer, and all information contained in such notice, to be bona fide, true and correct in all respects. During the period of twenty-one (21) days following receipt by the Board of such written notice, the Board shall have the first right and option to purchase or lease such Unit (or to cause the same to be purchased or leased by the designee or designees, corporate or otherwise, of the Board) upon the same terms and conditions as stated in the aforesaid notice received by the Board. If the Board shall give written notice to the Unit Owner or lessor-within said twenty-one (21) day period, of its election to purchase or lease the Unit (or to cause the same to be purchased or leased by its designee, as aforesaid), then such purchase or lease-by the Board, or its designee, shall be closed upon the same terms as such proposed sale or lease.

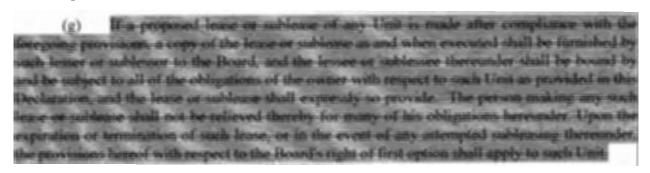
If the Board shall give written notice to the seller or lessor-within said twenty-one (21) day period that it has elected not to exercise such option, or if the Board shall fail to give notice within said twenty-one (21) day period that it does not elect to purchase-or lease as herein provided, then the proposed sale or lease-transaction as described in set forth in the notice to the Board may be contracted for within sixty (60) days after the expiration of said twenty-one (21) day period. If the seller or lessor-fails to contract for such sale or lease-within such sixty (60) day period, or if he shall so contract but such sale or lease shall not be consummated pursuant to such contract, then such Unit and all rights with respect thereto shall again become subject to the Board's right of first refusal and option as herein provided.

(b) Any Unit Owner other than the developer or the trustee who wishes to make a gift of his Unit or any interest therein, or who wishes to transfer his Unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs-at-law of the Unit Owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplate date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Board shall reasonably require. The

members of the Board and their successors in office shall have the first right and option to purchase (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) said Unit or interest therein for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).

- (c) In the event any Unit Owner dies leaving a will devising his or her Unit, or any interest therein, to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office shall have an option to purchase (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) said Unit or interest therein from the estate of the deceased Unit Owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).
- Within thirty (30) days after the appointment of a personal representative for the (d) estate of the deceased Unit Owner, or the receipt by the Board of the written notice referred to in sub-paragraph (b) here of, as the case may be, the Board shall (unless it waives its right pursuant to subparagraph (n) of paragraph 19) appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the owner of the Unit to be purchased, or said devisee or devisees, or personal representative, as the case may be. Within ten (10) days thereafter, said owner, or devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as arbitrator. Within ten (10) after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein and shall thereupon give written notice of such determination to the Board and said owner or devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice; provided, however, that such right to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased Unit Owner who is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said owner or said devisee or devisees or to said personal representative, as the case may be, within said option periods.
- (e) In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the members of the Board and their successors in office shall have an irrevocable option to purchase such Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) period.
- (f) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto

and shall thereupon have a lien therefore against such Unit ownership, which lien may be perfected and foreclose in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.



This subparagraph (g) of Article IX, Paragraph 19 is left intentionally blank.

- (h) The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit without the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners which said vote shall set forth a maximum price which the Board is authorized to bid and pay for said Unit or interest therein.
- (i) Where title to any Unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, devise, or other transfer of the Unit Owner by such a trust.
- (j) Where title to any Unit is held by a corporation, or a partnership, the transfer or bequest of fifty (50%) percent or more of the issued and outstanding shares of such corporation, of fifty (50%) percent or more of the interest in such partnership, shall be deemed a transfer devise of the Unit owned by such corporation or partnership.
- (k) The terms of this Paragraph 19 and the rights of first refusal herein provided for shall not be applicable to:
- (i) the transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any Unit, to any other co-owner of the same Unit, where such co-owners hold title to such Unit as tenants in common or as joint tenants.
- (ii) the transfer by sale, lease, gift devise or otherwise of any Unit or interest therein to or for the sole benefit of any spouse, descendent, ancestor or sibling (or the spouse of any such person) of the transferor.
- (iii) the execution of a bona fide trust deed, mortgage, or other security instruments.

- (iv) the sale, conveyance or leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by foreclosure of a mortgage or trust deed on the Property, or any Unit, existing on the date of this Declaration or in which the mortgage or is the Trustee.
- (v) the sale, conveyance, lease or transfer of a Unit by the Trustee, or the beneficiary of the Trustee, or the Developer.
- (1) Acquisitions or leasing—of Units or interest therein under the provisions of this paragraph shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy a special assessment against each owner in the ratio that his percentage of ownership in the Common Elements bears to the total of all such percentages applicable to Units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses. The Board, in its discretion, may borrow money to finance the acquisition of a Unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest to be acquired.
- (m) Units or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of all the Unit Owners in the same proportions that the Board could levy a special assessment under the terms of subparagraph (l) hereof. Said units or interest therein shall be sold or leased by the Board for the benefit of the Unit Owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.
- (n) Upon the written consent of all the members of the Board, any of the rights or option contained in this Paragraph 19 may be released or waived and the Unit or interest therein which is subject to right of first refusal set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.
- (o) Upon the written request of any prospective transferor, purchaser, tenant—or mortgagee of a Unit, the Board, by its Secretary, shall issue a written and acknowledged certificate evidencing that:
- (i) with respect to a proposed sale or lease-hereunder, that the provisions of this Paragraph 19 have been complied with or duly waived by the Board and that the rights of first refusal of the Board have been terminated, if such is the fact;
- (ii) that any conveyance, or deed or lease is, by the terms hereof, not subject to the provisions of this Paragraph 19, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

- (p) Notwithstanding any provisions of this Declaration to the contrary, rental or leasing of units is prohibited within the property comprising the Association, except as hereinafter provided:
- Effective as of the recording date of this Amendment, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of units within the property comprising the Association, excluding those units being leased to bona fide family members, is limited to a total of fifteen (15) Units. Any Unit Owners leasing Units in the Association to non-bona fide family members as of the effective date of this Amendment ("grandfathered unit owners") may continue to lease their Units, regardless of the number of Units then currently being leased at the Association until their current tenant ceases to lease that Unit. Any such "grandfathered unit owners" must abide by all of the terms of the Declaration, including but not limited to the terms of this Amendment; except that the prohibitions against automatic renewal of leases contained in subparagraph (19)(p)(i)(9) of this Article IX shall not apply to grandfathered unit owners so long as the lease is renewed to the tenant occupying their Unit on the effective date of this Amendment. When the current tenant of any grandfathered unit owners ceases to rent the Unit from the grandfathered unit owner that grandfathered unit owner shall become subject to the fifteen (15) unit rental limit and the prohibition against automatic renewal of leases. Notwithstanding the foregoing, following the effective date of this Amendment all grandfathered unit owners leasing their units on the effective date of this Amendment shall be counted for purposes of determining the number of units then currently being rented at the Association whenever a non-grandfathered unit owner seeks to lease his or her unit. Except as otherwise noted herein, the following provisions shall apply to all Unit Owners upon the effective date of this Amendment;
- (1) An Owner may not seek to rent his or her unit until such time as he or she has owned and occupied his or her unit for a minimum period of twenty-four (24) consecutive months.
- (2) Any Owner who meets the requirements of sub-paragraph (19)(p)(i)(1) above and who desires to lease his or her unit shall make a written request, and obtain the prior written approval of the Association's Board, before entering into any lease agreement. The Board and/or its designated management will attempt to respond to each rental request within thirty (30) days of the Association's receipt thereof. The Board's approval or denial of such request, and the reason for any denial, shall be set forth in a written response to the Unit Owner making the request.
- (3) In the event a written rental request is received by the Board, or its designated managing agent at a time when there are 15 units currently being leased at the Association, the Board, or its designated managing agent, will maintain a list of owners desiring to lease their Units ("waiting list"). The waiting list shall include the date that such Owner's request was received by the Board, and a copy of the waiting list will be provided to any Owner within thirty (30) days after the Board's receipt of any Owner's reasonable written request therefor.

3

- Association the postmark on the envelope will establish the order of the requests for placement on the waiting list.
- The Board will at all times maintain a list of all units being rented in the property comprising the Association and a copy of all leases in effect. The list of rentals shall, in addition to containing information for all Units being rented, include information regarding rentals to bona fide family members and tenants of Owners deemed to be "grandfathered" pursuant to this Amendment until such grandfathered period has ended. The list shall at a minimum include information regarding the lease term dates, the name(s), address(es) and phone number(s) of the Unit Owner(s) (landlord/lessor), and the name(s), telephone number(s) and other contact information of the tenant(s)/lessee(s). It shall be the obligation of any Owner leasing his or her unit to promptly notify the Board of any changes to the foregoing information. Should any Owner fail to provide the updated and current information required by this sub-paragraph (19)(p)(i)(5) of Article IX, the Board shall have the right to take any reasonable action, including but not limited to assessing fines, in an amount as set in the sole discretion of the Board, against that Owner. In addition to assessing fines, the Board shall also have the right, but not the obligation to take legal action to terminate any lease and evict the tenant(s), all at the Owner's cost and expense (including all reasonable court costs and attorneys' fees incurred by the Association).
- 6) Any Owner who has received written permission from the Board to lease his or her unit pursuant to the provisions of this Article IX, Paragraph 19 shall have ninety (90) days thereafter to secure a tenant and obtain a written lease. If any Owner fails to enter into a lease within ninety (90) days from the date the Board sent such Owner written notice of the Board's approval to rent, said Owner's right to lease his or her unit, and the Board's rental approval for such unit, shall automatically expire on the ninety-first (91st) day after the date notice was sent by the Board. If the affected Owner still desires to lease his or her unit he or she must again submit a written rental request to the Board and follow all of the requirements of this Article IX, including placement or replacement on the waiting list, if applicable.
- (7) If the Board's approval automatically expires as provided for in Paragraph 19 (p)(i)(6) of this Article IX, and there is a waiting list of Unit Owners desiring to lease their Units, the Board shall then contact the Owner next in line on the waiting list to determine if such Owner desires to rent his or her unit. That Owner will then be granted thirty (30) days to notify the Board of his or her intention to rent his or her unit. If such Owner does intend to rent, he or she will then have the right to attempt to rent his or her unit in accordance with the provisions and time frames set forth in Paragraph 19(p)(i)(6) of this Article IX. If the Owner informs the Board that he or she no longer desires to rent his or her Unit, or otherwise fails to inform the Board regarding his or her decision within said thirty (30) day period, the right to rent shall pass to the next Owner on the waiting list.

- (8) Notwithstanding any other time frames described in this Article IX, every Owner that enters into a lease shall, within thirty (30) days of the date of execution, deliver a copy of the executed lease and all required contact information as set forth in sub-paragraph 19(p)(i)(5) of this Article IX to the Board or the Association's designated managing agent. All leases entered into for units at the Association must be in writing and shall be for a term of twelve (12) months. All leases shall contain a Lease Rider approved by the Board, and such Lease Rider must be signed by the Owner and his or her tenant(s). Furthermore, any Owner renting his or her unit shall execute a Lease Acknowledgment in a form approved by the Board.
- (9) With the exception of any leases belonging to grandfather unit owners, no automatic renewal of any lease shall be allowed; however, Owners leasing their units pursuant to the provisions of this Article IX shall be allowed, subject to approval of the Board, to renew their current lease without having to comply with the provisions regarding the waiting list. Any Owner seeking to renew a lease under this Article IX shall provide written notice of said request to the Board or its designated managing agent no more than ninety (90), and no less than forty-five (45), days prior to the expiration of the current lease. Provided all other provisions of this Article IX have been satisfied during the current lease term, the Board, in its sole discretion, may grant the Owner approval to renew the lease with the Owner's current tenant. If the Owner fails to provide the Board with notice requesting a renewal of his or her existing right to lease his or her unit within the time frame set forth herein, that Owner's right to lease his or her unit shall automatically terminate.

(10) Subleasing of Units is strictly prohibited.

- (ii) Copies of all existing leases shall be delivered to the Board no later than twenty-one (21) days after the effective date of this Amendment.
- (iii) Occupancy of a unit by Family Member(s) (as hereinafter defined) of an Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or lease agreement executed between the parties. For purposes of this Article IX "Family Member(s)" shall be defined as the Owner's spouse, the Owner's parents or step-parents, the Owner's children or step-children, and/or the Owner's siblings/step-siblings and their respective spouses.
- (iv). If any unit is being leased by an Owner in violation of this Amendment, or if any Owner, his or her tenant(s), or anyone else occupying the Unit, is/are found to be in violation of any provision of the Association's Declaration, By-Laws and/or the Rules and Regulations of the Association, as adopted by the Board from time to time, such Owner may be subject to a flat or daily fine to be determined by the Board upon notice to the offending Owner and such Owner's opportunity to be heard.
- (v) In addition to the remedies contained in Article IX, paragraph 19(p)(iv) above, if any Owner, his or her tenant(s), or anyone else occupying the Unit, is/are found to be in violation of any provision of the Association's Declaration, By-Laws and/or the Rules and Regulations of the Association, as adopted by the Board from time to time, the Board shall also have all of the rights and remedies set forth in the Illinois

Condominium Property Act and other applicable laws; the right to maintain an action for possession against the Owner, his or her tenant(s), or any other occupants in the Unit pursuant to 735 ILCS 5/9-102(7); the right to bring an action for injunctive relief and/or any other equitable relief available; and/or the right to bring an action at law for damages.

- (vi) The Association shall be entitled to recover from the subject Unit Owner any and all reasonable attorney fees and court costs incurred by the Association to enforce the provisions of this Article IX.
- (vii) All unpaid charges as a result of the foregoing provisions shall be deemed to be a lien against the unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (viii) The provisions of this Article IX, including but not limited to the fifteen (15) rental unit restriction, shall not apply to the lease of any Unit owned by the Association or any Unit leased by the Association pursuant to an Order for Possession issued by the Circuit Court of Cook County, Illinois.
- (ix) To meet special situations and to avoid undue hardship or practical difficulties ("hardship rentals"), the Board may, but is not required to, grant permission to an Owner to lease his or her Unit to a specified lessee for a period of one (1) year on such reasonable terms as the Board may establish. The Board may grant such hardship rentals even if doing so will cause the number of units being rented at the Association to exceed fifteen (15). Such hardship rentals may be granted by the Board only upon written application by the Owner to the Board giving the reasons the Owner wishes to be considered for a hardship rental. The Board has sole and complete discretion to approve or disapprove any Owner's application for a hardship rental, reasons for granting a hardship rental may include, but are not limited to, loss of employment, illness and death of a family member. With the exceptions of the rental cap and the waiting list procedures, any hardship rental lease approved by the Board shall be subject to all of the provisions of this Article IX.

This Amendment shall be effective upon recordation in the Office of the Cook County Recorder of Deeds, Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change

EXHIBIT A

Legal Description

That part of the South 780 Street, as measured at right angles to the South line thereof, of the North West quarter of the North East quarter of Section 12, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the South West corner of said North West quarter of the North East quarter, thence East along the South line of said North West quarter of the North East quarter being assumed as running due East and West for this legal description); thence North 134 feet to a point for a point of beginning of the parcel of land herein described; thence South 77 feet; thence West 88 feet; thence South 13.4 feet; thence West 217.17 feet; thence North 77 feet; thence East 123 feet; thence North 71.40 feet; thence East 59.17 feet; thence South 58 feet; thence East 123 feet to the point of beginning, in Cook County, Illinois.

Property commonly known as: 1275 E, Baldwin, Palatine, IL 60074-3070

Unit PIN Unit PI 101 02-12-200-092-1001 402 02-12-200 102 02-12-200-092-1002 403 02-12-200 103 02-12-200-092-1003 404 02-12-200 104 02-12-200-092-1004 405 02-12-200 105 02-12-200-092-1005 406 02-12-200 106 02-12-200-092-1006 407 02-12-200 107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200 203 02-12-200-092-1014 502 02-12-200	N
102 02-12-200-092-1002 403 02-12-200 103 02-12-200-092-1003 404 02-12-200 104 02-12-200-092-1004 405 02-12-200 105 02-12-200-092-1005 406 02-12-200 106 02-12-200-092-1006 407 02-12-200 107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1039
104 02-12-200-092-1004 405 02-12-200 105 02-12-200-092-1005 406 02-12-200 106 02-12-200-092-1006 407 02-12-200 107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1040
105 02-12-200-092-1005 406 02-12-200 106 02-12-200-092-1006 407 02-12-200 107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1041
106 02-12-200-092-1006 407 02-12-200 107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1042
107 02-12-200-092-1007 408 02-12-200 108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1043
108 02-12-200-092-1008 409 02-12-200 109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1044
109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1045
109 02-12-200-092-1009 410 02-12-200 110 02-12-200-092-1010 411 02-12-200 112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1046
112 02-12-200-092-1011 412 02-12-200 201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1047
201 02-12-200-092-1012 500 02-12-200 202 02-12-200-092-1013 501 02-12-200	-092-1048
202 02-12-200-092-1013 501 02-12-200	-092-1049
	-092-1050
203 02-12-200-092-1014 502 02-12-200	-092-1051
	-092-1052
204 02-12-200-092-1015 503 02-12-200-	-092-1053
205 02-12-200-092-1016 504 02-12-200-	-092-1054
206 02-12-200-092-1017 505 02-12-200-	-092-1055
207 02-12-200-092-1018 506 02-12-200-	-092-1056
208 02-12-200-092-1019 507 02-12-200	-092-1057
411 02-12-200-092-1020 508 02-12-200-	-092-1058
210 02-12-200-092-1021 509 02-12-200-	-092-1059
211 02-12-200-092-1022 510 02-12-200	-092-1060
212 02-12-200-092-1023 511 02-12-200	
300 02-12-200-092-1024 512 02-12-200-	
301 02-12-200-092-1025 600 02-12-200-	
302 02-12-200-092-1026 601 02-12-200-	
303 02-12-200-092-1027 602 02-12-200-	-092-1065
304 02-12-200-092-1028 603 02-12-200-	
305 02-12-200-092-1029 604 02-12-200	
306 02-12-200-092-1030 605 02-12-200-	
307 02-12-200-092-1031 606 02-12-200-	
308 02-12-200-092-1032 607 02-12-200-	
309 02-12-200-092-1033 608 02-12-200-	
310 02-12-200-092-1034 609 02-12-200-	
311 02-12-200-092-1035 610 02-12-200-	
312 02-12-200-092-1036 611 02-12-200-	
400 02-12-200-092-1037 612 02-12-200	-092-1075
401 02-12-200-092-1038	

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Herey Destyarev, do hereby certify that I am the duly elected and qualified Secretary for the San Tropai Condominium Building 2 Association, and as such Secretary, I am the keeper of the books and records of the Association.
I further certify that this is a true and correct copy of the Amendment to the Declaration of Condominium Ownership for the San Tropai Condominium Building 2.
I certify further that this Amendment to the Declaration of Condominium Ownership for the San Tropai Condominium Building 2, was duly approved by owners representing in the aggregate at least three-fourths (3/4) of the total vote at the Association and has been sent, via certified mail, to all lien holders of record.
Secretary
Secretary .
Subscribed and sworn to before me
this 9 day of Februare 2015
OFFICIAL SEAL BETH STUBBLEFIELD Notary Public - State of Illinois My Commission Expires Jul 15, 2017

PAGE 01/09

PETITION TO APPROVE AMENDING THE DECLARATION FOR SAN TROPAI CONDOMINIUM BUILDING TWO ASSOCIATION LOCATED AT 1275 EAST BALDWIN LANE PALATINE, IL 60074

= T.J. = Mariua

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominium bit the leasing of any units, as

Vame Millimi	PAKKEINO	/ Unit No. 50/	Name & Address of Mortgagee
	(print name)	Unit	Loan No.:
	(signature)		
DKen Janks	(print name)	Unit 605	Loan No.:
Tryna	in ()	Unit 608	
22) Isengle	(signature)	Unit 600	Loan No.:
	(print name)	Unit	Loan No.:
	(signature)		
-		Unit	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)	₹	
	(print name) (signature)	Unit	Loan No.:
	(signature)		

rovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fidecord against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa ninium Association to adopt an amendment to the Association's Declaration of Condominic libit the leasing of any units, as attached hereto.

Name MALEC ANNA	Unit No. 500	Name & Address of Mortgagee
3, Milaloc (print name)	Unit	Loan No.:
(signature)		
4. Kathleen Deskingsme) 182 (signature)	Unit 122	Loan No.:
5. LYLEBOV SEK (byint name) (signature)	<u>Unit</u> 309	Loan No.:
16 SAYENKO (print name) A. Cayene. (signature)	Unit 204	Loan No.:
17. Devrya Rev (print name) (signature)	Unit 112	Loan No.:
18. ANNA SOKOLOWSKA (print name) Mine Selcolowskie (signature)	<u>Unit</u> 6 (P	Loan No.:
19. KENE HIZE (print name) Then light (signature)	Unit 408	Loan No.:

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid cord against any Unit.

Ne, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

ame	Unit No.	Name & Address of Mortgagee
9. Paz MA Jug(print name)	Unit 607	Loan No.:
Out M (signature)		
O Sio Topol (print name)	Unit 604	Loan No.:
(signature)		
31. Musacia (print name)	Unit 50	Loan No.:
(signature)		
2.19 Ropple (print name)	Unit 512	Loan No.:
(signature)		
33. TROZUMENIZO	Unit 509	Loan No.:
(signature)		
34. Tsenglestilyprint name)	<u>Unit</u> 505	Loan No.:
(signature)		
35 HONE (print name)	Unit 503	Loan No.:
(signature)		

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fidered against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

Vame OLGA MOUKHINA	Unit No.	504.	Name & Address of Mortgagee
24	_	.04	Loan No.:
(signature)			
ENGADA G.F.	Unit 6	12	Loan No.:
(signature)			•
38) Just Teyna Tsenglevil 38) Kockellik (print name)	Unit 3	97 N	Loan No.:
howelfk (signature)	lef	also	19
39 Krymene puskas	Unit 3	0/	Loan No.:
(signature)			
40. Anna (print name)	Unit 名の	5	Loan No.:
Hal Ac (signature)			
	Unit H	03	Loan No.:
when and (signature)			
42. 12 (print name)	Unit A	2	Loan No.:
(signature)			

rovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid ecord against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
Chris Czosnyką (print r	name) <u>Unit</u>	Loan No.:
(signat	ture)	
Nancy Anderson (print r	name) <u>Unit</u> 304	Loan No.:
Pauce alussa (signat		
They (print r	name) Unit 303	Loan No.:
U U (signat	ture)	
THEODORG (print r	name) Unit 400	Loan No.:
(signat	ture)	
Dage CHurry (print r	name) Unit 409	Loan No.:
/ (signat		
Jan Moliszym,	name) <u>Unit 410</u>	Loan No.:
(signat		
Slika Bodieris (print r	name) <u>Unit</u> 6//	Loan No.:
/(signat	ture)	

We, the undersigned, do hereby approve of and request the Board of Directors of San Condominium Association to adopt an amendment to the Association's Declaration of Condo to prohibit the leasing of any units, as attached hereto.

	Name	Unit No.	Name & Address of Mortgage
15.	EUEUM SUBA (print name)	Unit SOB	Loan No.:
	ENPLU Sub (signature)		
16.	Jolanta Knysinska (print name)	Unit 9/2	Loan No.:
	/hyula(signature)	·	
17.	Frabelia Gre merska (print name)	Unit 40 9	Loan No.:
	(signature)		
18.	ALEXANDIER NOVA (print name)	Unit 2//	Loan No.:
	(signature)		
(19.	Babeu Stophyprint name)	Unit 307	Loan No.:
	Babon Soph (signature)		
70	Von Hampprint name)	Unit 106	Loan No.:
	(signature)		
21,	(print name)	Unit 206	Loan No.:
·	(signature)		

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropai II Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
3. SYLVIA SIYOR (print name) Ayla / Three (signature)	Unit 601	Loan No.:
9, SOPHIE MOSPOFINT name) Sophia Mosky (signature)	<u>Unit</u> 312	Loan No.:
7		2
10 Sarah Mage (print name)	Unit 602	Loan No.:on deed. E
Sutah Mage Ssignature)		
M. PLLEW KAPLAN (print name)	Unit 406	Loan No.:
(signature)		
12 Murjoine May JAmesone	Unit ZIO	Loan No.:
(signature)		
13 STEVEN MAJOUSKY (print name)	Unit 606	Loan No.:
(signature)	· · ·	
14. T. GOARDEN (print name)	Unit 500	Lean No.:
(signature)		

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fide liens of record against any Unit.

09/09/2014 20:25 8473588680

PAGE 07/09

PETITION TO APPROVE AMENDING THE DECLARATION FOR SAN TROPAI CONDOMINIUM BUILDING TWO ASSOCIATION LOCATED AT 1275 EAST BALDWIN LANE PALATINE, IL 60074

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropai II Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
1. DAVIO VA LENTE (print name) (signature)	Unit 609	Loan No.:
Apram Podka Mikshekarie)	Unit 603	Loan No.:
3. Anna Kemel (print name) ANNA KEMEL (signature)	<u>Unit 407</u>	Loan No.:
4,20FIA BORIEK (print name) Refice Boull (signature)	<u>Unit 107</u>	Loan No.:
5. Han S Kim (print name) Aan Sung ((signature)	Unit 208	Loan No.:
6 Vincet Bartale Hiprint name) Hours aida (signature)	Unit #105	Loan No.:
7 - San Skarl(print name) (signature)	Unit 405	Loan No.:

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fide liens of record against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
Agita Grandonname) The Grandon (signature)	Unit /03	Loan No.:
(print name)(signature)	Unit	•
(print name)(signature)	Unit	Loan No.:
(print name)	Unit	Loan No.:
(print name)	Unit	Loan No.:
(print name)(signature)	Unit	Loan No.:
(print name)(signature)	Unit	Loan No.:

visions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid ord against any Unit.

PAGE 09/09

09/09/2014 20:25

8473588680

PETITION TO APPROVE AMENDING THE DECLARATION FOR SAN TROPAI CONDOMINIUM BUILDING TWO ASSOCIATION LOCATED AT 1275 EAST BALDWIN LANE PALATINE, IL 60074

Ve, the undersigned, do hereby approve of and request the Board of Directors of San Tropa ninium Association to adopt an amendment to the Association's Declaration of Condominic ibit the leasing of any units, as attached hereto.

ame		Unit No.	Name & Address of Mortgagee
	(print name)	Unit	Loan No.:
:	(signature)		

	(print name)	Unit	Loan No.:
	(signature)		
			· · · · · · · · · · · · · · · · · · ·
	(print name)	Unit	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)		
	•	Unit	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)		· · · · · · · · · · · · · · · · · · ·

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fideord against any Unit.



We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

Vame My KARI	PACKLINO	/ Unit No. 50/	Name & Address of Mortgagee
50 MM	(print name)	Unit	Loan No.:
	(signature)		
SI. Ken Jawas	(print name)	Unit 605	Loan No.:
South the	(signature)		· ·
	(print name)	<u>Unit</u>	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)		
. •	(print name)	Unit	Loan No.:
	(signature)		
	(print name)	Unit	Loan No.:
	(signature)		·
	(print name)	Unit	Loan No.:
	(signature)		·

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid cord against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

Name MALEC ANNA	Unit No. 500	Name & Address of Mortgagee
13, Midle (print name)	Unit	Loan No.:
(signature)		
4. Kathleen Duskringsme) 182 (signature)	<u>Unit 122</u>	Loan No.:
5. LYLEBOU SEK (print name) (signature)	<u>Unit</u> 309	Loan No.:
16 SAYENKO (print name) 1 Cayene. (signature)	Unit 204	Loan No.:
7. Deatyakev (print name) (signature)	Unit 112	Loan No.:
8. ANNA SOKOLOWSKA (print name) Myro Solcolowskie (signature)	<u>Unit</u> 610	Loan No.:
9./KENE HIZEL Grint name) Scene Uzeksignature)	<u>Unit</u> 408	Loan No.:

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fidered against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
29. Ray MAJUM(print name)	Unit 607	Loan No.:
Gest M (signature)		
30 Sio Topol (print name)	Unit 604	Loan No.:
(signature)		
31 Musica (print name)	Unit 500	Loan No.:
(signature)		
32. (print name)	Unit 512	Loan No.:
(signature)		
33. T. Rozumenico (print name)	Unit 509	Loan No.:
(signature)		
34. Tsenglevályrint name)	<u>Unit</u> 505	Loan No.:
(signature)		
35. blanc (print name)	Unit 593	Loan No.: NO.
(signature)		

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid cord against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa minium Association to adopt an amendment to the Association's Declaration of Condominic nibit the leasing of any units, as attached hereto.

VameOLGA MOUKHIN	y Unit No. 504.	Name & Address of Mortgagee
36 - OLGA (print name)	Unit 504	Loan No.:
(signature)		
37. Gloria J. (print name) FINGARD G.K. (signature)	Unit 612	Loan No.:
38. Kockeyk (print name) Kockeyk (signature)	Unit 307	Loan No.: NU U
39 Kremene kuska	8 Unit 30/	Loan No.:
(signature)		
40. Anna (print name) Halese (signature)	Unit 305	Loan No.:
41. SANDS (print name) What and (signature)	<u>Unit</u> #03	Loan No.:
12. 1/2 (print name)	Unit 212	Loan No.:
(signature)		

ovisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fidered against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropa Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
Chris Crosnykg (print n		Loan No.:
signat	ure)	
3 Nancy Anderson (print n	name) Unit 304	Loan No.:
Laure Websen (signat	ure)	
, They (print n	unit 303	_ Loan No.:
(signat	ure)	
THEODORG KISS (print r	name) <u>Unit</u> 400	Loan No.:
(signat	ure)	· · · · · · · · · · · · · · · · · · ·
6 Date Hunny (print n	name) Unit 409	Loan No.:
(signat	ure)	
7 Jan Moliszymin	name) <u>Unit</u> 410	Loan No.:
(signat		
8 Slika Bodaris (print r	name) <u>Unit</u> 6//	Loan No.:
(signat	ure)	

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fid liens of record against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Condominium Association to adopt an amendment to the Association's Declaration of Condomondo to prohibit the leasing of any units, as attached hereto.

	Name	Unit No.	Name & Address of Mortgage
15.	EWELINA SUBA- (print name)	Unit SOB	Loan No.:
•	Ender Juhasignature)	·	
16.	Jolanto Krysinska (print name)	Unit 9/2/	Loan No.:
	/ (signature)		· ·
17.	Jarbella Sie mersko (print name)	Unit 40 4	Loan No.:
	(signature)		·
18.	ALEXANDLER NOVA (print name)	Unit 2//	Loan No.:
	(signature)		
19.	Babau Stophyprint name)	Unit 307	Loan No.:
	Budom Soph (signature)		
20	. Von Hamprint name)	Unit /06	Loan No.:
	(signature)		
2 1	(print name)	Unit 206	Loan No.:
1 1	(signature)		

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having be liens of record against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropai II Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
2, SYLVIA SIYUR (print name)	Unit 601	Loan No.:
Sylv Sprie (signature)		
9. SOPHIE MOSPOSINT name)	Unit 312	Loan No.:
Sophia Mosky (signature)		· · · · · · · · · · · · · · · · · · ·
10 Sarah Mage (Frint name)	Unit 602	Loan No.:
Sutah Mage (signature)		
M. ALLEW KAPLAN (print name) Men Laplan (signature)	Unit 406	Loan No.:
Alm Laplan (signature)		
12 Mertoine Mas Threnome)	Unit ZIO	Loan No.:
(signature)		
13 STEVEN MAJOUSKY (print name)	Unit 606	Loan No.:
(signature)		
14.T. GENMSEN (print name)	Unit 50	Loan No.:
(signature)		

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fide liens of record against any Unit.

We, the undersigned, do hereby approve of and request the Board of Directors of San Tropai II Condominium Association to adopt an amendment to the Association's Declaration of Condominium to prohibit the leasing of any units, as attached hereto.

Name	Unit No.	Name & Address of Mortgagee
DAVIO VALLENTE (print name) (signature)	<u>Unit</u> 609	Loan No.:
APodhu (print name) Pram Podka Miksigherure)	Unit 603	Loan No.:
ANNA KEMEL (print name)	<u>Unit 407</u>	Loan No.:
1,20FIA BOREK (print name) Refixo Bovell (signature)	<u>Unit 107</u>	Loan No.:
Han S Kim (print name) Han Sung ((signature)	Unit 208	Loan No.:
Vincent Bortacth(print name) Incent Bortacth(print name) (signature)	Unit #\05	Loan No.:
See The Reprint name) (signature)	Unit 405	Loan No.:

Per the provisions of the Association's Declaration, notification of amendments must be made to mortgagees having bona fide liens of record against any Unit.